



**REQUEST FOR PROPOSALS  
FOR  
PAVEMENT MANAGEMENT PROGRAM**

**Submittals Due  
December 21, 2022**

Public Works  
13797 Prairie Center Circle  
Cheyenne, WY 82009  
Attn: Molly Bennett, Director

**LARAMIE COUNTY BOARD OF COMMISSIONERS**  
**REQUEST FOR PROPOSALS**  
**FOR**  
**PAVEMENT MANAGEMENT PROGRAM**

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## **1. INTRODUCTION AND OVERVIEW**

Laramie County Public Works (LCPW) is requesting proposals from qualified firms to provide professional services for the development of a Pavement Management Program. This program is intended to assist the County in making consistent, cost-effective, and defensible decisions related to the preservation of our pavement network by building a multi-year prioritization schedule. By these means, the County will be able to easily identify which paved roads are in need of preventative maintenance, minor rehabilitations, major rehabilitations, or complete reconstruction to best allocate funding to bring all roads up to a reasonable level of service for the residents and visitors of Laramie County.

Laramie County is located in the southeast corner of Wyoming and shares a border with Nebraska to the east and Colorado to the south. LCPW is responsible for the maintenance of over 1,300 miles of roads, of which 231 miles are paved. With the continued population growth and economic development throughout the County, LCPW is being diligent in is taking a proactive approach with our pavement infrastructure throughout the County. The intent with this pavement management plan is to inventory the current pavement conditions throughout Laramie County. We will then be creating a plan to address the paved road conditions to provide a safe transportation system.

## **2. SCOPE OF SERVICES**

- 2.1 The selected consultant shall physically evaluate the pavement condition of all paved County roads and determine a Pavement Condition Index (PCI) rating for each road section.

Laramie County will give preference to consultants using a vehicle-based road surface testing system to achieve continuous measurement of road conditions; however, proposers may submit their own data collection methodologies, which the County will evaluate at the time of selection. Taking a sampling of road segments and evaluation via windshield surveys are not acceptable.

The selected consultant shall provide collected data in an ArcGIS-compatible Street centerline file (County will provide its current road centerline file upon request). The selected consultant will also be responsible for entering collected data into the County's Pavement Management System within our Asset Management Software, Cartegraph.

- 2.2 The selected consultant shall implement a Pavement Management System using Cartegraph Scenario Builder, along with identifying any additional applicable add-on modules needed within the Cartegraph system.

The County will procure and pay for software licensing separate from the contract with the selected consultant; as such, the cost of the software should not be included in cost proposals.

The selected consultant will be responsible for all needed data entry into the Cartegraph Pavement Management System. The County will make its existing GIS data, including its street centerline file, available to the selected consultant to facilitate this effort.

The selected consultant will also be responsible for providing any necessary training to County staff on using the Cartegraph Pavement Management System so that staff can update data, add new road segments, and run applicable reports. Proposals shall include a proposed plan of how the training will be completed.

- 2.3 The selected consultant shall provide multiple budgetary modeling scenarios, configure maintenance and rehabilitation strategies, configure customized pavement deterioration curves, and optimize rehabilitation candidate selection using sound financial modeling constraints such as cost of deferral, develop logical projects, and showcase the true cost of deferred maintenance over time. The selected consultant shall also provide a multi-year rehabilitation plan that is financially optimized to the County's available revenues for roadway maintenance and construction.

- 2.4 At the discretion of the County, the selected consultant may be utilized to provide additional available services to the County, including but not limited to: Annual Pavement Analysis

Updates, video logging from data collection, and asset inventory collection (signs, sidewalk, curb/gutter, ADA ramps, pavement markings, striping, etc.).

Additional Notes:

- A. The bidder agrees to accept as full payment, as herein specified, bid based upon the undersigned's own estimate of costs and services.
- B. The respondent shall enter into a written contract for work with Laramie County.
- C. The respondent/contractor shall comply with all applicable Federal and State statutes and regulations as well as local ordinances.
- D. The person or persons provided by the respondent to complete work shall be fully qualified to provide said services.
- E. All work provided by respondent shall be in conformance with local, State and Federal rules and regulations.
- F. All Cartograph Pavement Management Systems shall be responsive to the needs of the County, shall perform in accordance with County programs, policies, and procedures, and shall utilize the appropriate methods and techniques.
- G. All records, including digital information, video tapes and audio tapes, related to the contract services performed for the County shall be subject to the Wyoming Public Records Laws and shall be maintained and made available in accordance with those laws and public records policies and procedures of the County. Records shall be made available to the County without question upon request of the County, in accordance with the requirements of law. Citizen requests for such records shall be processed through the County. All records, including all types of electronic records, related to the contract and services performed thereunder shall be the property of the county at the end of the contract, or at the end of the County's fiscal year, or upon demand of the County, whichever occurs first. The County shall specify the minimum records to be maintained by the respondent. The respondent may maintain additional records at its discretion.

### **3. GENERAL TERMS & CONDITIONS**

#### **3.1 RFP Closing Date**

**Proposals shall be received by Molly Bennett, Director of Public Works, via email no later than 2:00 PM, local time, on December 21, 2022.**

It is the responsibility of the respondent to ensure that their responses are received on or before the submission date and time. Allow sufficient delivery time to ensure receipt by the date and time specified. Proposals received after this time will not be considered.

### 3.2 Delivery of Proposals

All proposals shall be emailed to Molly Bennett, Direct of Public Works at [molly.bennett@laramiecountywy.gov](mailto:molly.bennett@laramiecountywy.gov) and/or John Poelma, Assistant Director at [john.poelma@laramiecountywy.gov](mailto:john.poelma@laramiecountywy.gov) with the subject line of “RFP for Pavement Management Program.”

Please submit your firm’s qualification statement and cost proposal outlining the services requested by the County. The County will make a selection based on the proposals received proving the ability of the firm to meet the schedule and needs of the County.

### 3.3 Proposal Form

- A. See **Submittal Requirements** for complete details.
- B. Firms may submit a joint proposal.
- C. Respondents in their proposal must acknowledge receipts of amendments/addenda. Each respondent should ensure that they have received all addenda and amendments to this RFP before submitting their proposal.
- D. The proposal form must be signed by an official authorized to legally bind the respondent to all RFP provisions contained herein.
- E. Terms and conditions differing from those in this RFP may be cause for disqualification of the proposal.

### 3.4 Questions Concerning RFP

Questions may be directed to Molly Bennett at [molly.bennett@laramiecountywy.gov](mailto:molly.bennett@laramiecountywy.gov) or John Poelma at [john.poelma@laramiecountywy.gov](mailto:john.poelma@laramiecountywy.gov).

### 3.5 Clarification and Addenda

It is incumbent upon each respondent to carefully examine all specifications, terms, and conditions contained herein and in all referenced data and documents. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information shall be made in writing, (electronic mail acceptable) through Molly Bennett or John Poelma. The County will not be responsible for any oral representation(s) given by an employee, representative or others. The issuance of a written addendum is the only official method by which interpretation, clarification or additional information can be given.

Any errors or omissions discovered in this request for proposal, or any additional information needed to clarify any issues in the request, will be communicated to all firms who have expressed an interest in the engagement. The communication will amend the requests accordingly.

If it becomes necessary for the County to revise or amend any part of this RFP, notice of any clarifications, revisions or amendments may be obtained by accessing the County website.

Please check the Laramie County web site at <https://www.laramiecountywy.gov/> for a copy of the RFP and addenda.

It is the responsibility of respondents, prior to submission date, to inquire as to addenda issued and to ensure their response reflects any and all changes. The County will maintain a register of holders of this RFP via internal tracking. Laramie County will accept questions until end of business day (4:30pm) December 12, 2022 and will respond to all questions to all firms by end of business day December 15, 2022.

### **3.6 RFP Cancellation:**

The County reserves the right to cancel this Request for Proposal at any time, without penalty.

### **3.7 Evaluation**

- 1) The RFP is designed to be a competitive negotiation platform, where price is not the sole determinative factor.
- 2) The evaluation team will be composed of the Director, Assistant Director, and other Public Works Managers.
- 3) The proposals will be reviewed within the context of specific experience in the disciplines required.
- 4) The County may require additional information, documentation, or additional data to clarify or elaborate on materials submitted. The County reserves the right to request additional information, or request clarification, or reject in its sole discretion any and all proposals.

Each proposal shall be evaluated using the following, but not limited to, criteria:

1. Proper submittal of **ALL** documentation as required by this proposal
2. Overall scope and quality of the proposed project
3. Meeting or exceeding the requirements of the RFP
4. Quality and compatibility of the work proposed
5. Ability to accomplish project in a timely manner
6. The benefits to Laramie County as it pertains to:
  - a. Related experience in the areas covered in the RFP
  - b. Past record of performance on contracts with government agencies and private industry with respect to such factors as control of costs, quality of work and ability to meet schedules
  - c. Experience, ability and overall quality of past and current projects

### **3.8 Award**

The County reserves the right to award the contract to the respondent(s) that the County deems to offer the best overall proposal(s). The County is therefore not bound to accept a proposal on the basis of lowest price. In addition, the County at its sole discretion, reserves the right to cancel this RFP, to modify the quantities or the product we purchase, to reject any and all proposals, to waive any and all informalities and/or irregularities, or to re-advertise with either

the identical or revised specifications, if it is deemed to be in the best interest of the County to do so. The County also reserves the right to make multiple awards, based on experience and qualifications if it is deemed to be in the County's best interest.

### **3.9 Contract**

The contents of this RFP and all provisions of the successful proposal deemed pertinent by the County may be incorporated into a contract and become legally binding. A separate contract document will be issued.

The County Commissioners are the sole Contracting officer for Laramie County, Wyoming, and only he/she or his/her designee is authorized to make changes to any contract.

The County shall be responsible for only those orders placed by the County on an authorized signed Purchase Order or Price Agreement. The County shall not be responsible for any order, change, substitution or any other discrepancy from the Purchase Order or Price Agreement. If there is any question about the authenticity of a Purchase Order, Price Agreement or change order, the respondent should promptly contact Molly Bennett, Director of Public Works, at [molly.bennett@laramiecountywy.gov](mailto:molly.bennett@laramiecountywy.gov) or John Poelma, Assistant Director, at [john.poelma@laramiecountywy.gov](mailto:john.poelma@laramiecountywy.gov).

### **3.10 Disclosure of RFP Content**

All material submitted becomes the property of the County and may be returned only at the County's option. The County has the right to use any or all ideas presented in any reply to this RFP. Selection or rejection of any proposal does not affect this right.

### **3.11 Respondent's Responsibility**

A respondent, by submitting a proposal represents that:

- A. The respondent has read and understands the RFP in its entirety and the proposal is made in accordance therewith, and
- B. The respondent possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to the County, and;
- C. Before submitting a proposal, each respondent shall make all investigations and examinations necessary to ascertain site and/or local conditions and requirements affecting the full performance of the contract and to verify any representations made by Laramie County upon which the respondent will rely. If the respondent receives an award because of its proposal submission, failure to have made such investigations and examinations will in no way relieve the respondent from its obligations to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the respondent for additional compensation or relief.



### **3.12 Payment Terms**

The County will remit full payment on all undisputed invoices within forty-five (45) days from receipt by the appropriate person(s) (to be designated at time of contract) of the invoice(s) or receipt of all products or services ordered.

### **3.13 Conflict of Interest Disclosure form**

All respondents shall complete and have notarized the attached disclosure form of any potential conflict of interest that the respondent may have due to ownership, other clients, contracts, or interest associated with this project.

### **3.14 Minor Irregularities**

The County reserves the right to waive minor irregularities in proposals, providing such action is in the best interest of the County. Minor irregularities are defined as those that have no adverse effect on the County's best interests and will not affect the outcome of the selection process by giving the respondent an advantage or benefit not enjoyed by other respondents.

### **3.15 Deviations**

All proposals must clearly and with specific detail, not all deviations to the exact requirements imposed upon the respondent by the General Terms & Conditions. Such deviations must be stated upon the Proposal Form; otherwise, Laramie County will consider the subject proposals as being made in strict compliance with said General Terms & Conditions to respondents; The respondent being held therefore accountable and responsible. Respondents are hereby advised that Laramie County will only consider proposals that meet the exact requirements imposed by the General Terms & Conditions; except, however, said proposals may not be subject to such rejections where, at the sole discretion of Laramie County, the stated deviation is considered to be equal or better than the imposed requirement and where said deviation does not destroy the competitive character of the RFP process by affecting the amount of the proposal such that an advantage or benefit is gained to the detriment of the other respondents.

### **3.16 Waiver of Claims**

Once this contract expires, or final payment has been requested and made, the awarded respondent shall have no more than 30 calendar days to present or file any claims against the County concerning this contract. After that period, the County will consider the respondent to have waived any right to claims against the County concerning this agreement.

### **3.17 Termination/Cancellation of Contract**

The County reserves the right to cancel the contract without cause with a minimum thirty (30) days written notice. Termination or cancellation of the contract will not relieve the respondent of any obligations for any deliverables entered into prior to termination of the contract (i.e. reports, materials, statements of accounts, etc., required and not received). Termination or cancellation of the contract will not relieve the respondent of any obligations or liabilities resulting from any acts committed by the respondent prior to the termination of the contract.

### **3.18 Incurred Expenses**

This RFP does not commit Laramie County to award a contract. Nor shall Laramie County be responsible for any cost or expense which may be incurred by the respondent in preparing and submitting the proposal called for in this RFP, or any cost or expense incurred by the respondent prior to the execution of a contract agreement.

### **3.19 Presentations by Respondents**

Laramie County, at its sole discretion, may ask individual respondents to make oral presentations and/or demonstrations without charge to the County.

The County reserves the right to require any respondent to demonstrate to the satisfaction of the County that the respondent has the fiscal and managerial abilities to properly furnish services proposed and required to fulfill the contract. The demonstration must satisfy the County and the County shall be the sole judge of compliance.

Respondents are cautioned not to assume that presentations will be required and should include all pertinent and required information in their original proposal package.

### **3.20 Respondent's Personnel**

The respondent shall be responsible for ensuring that its employees, agents and subcontractors comply with all applicable laws and regulations and meet all federal, state and local requirements related to their employment and position. The respondent certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986, as amended. During the performance of the contract, the respondent agrees to the follow:

The respondent shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap or national origin, except when such condition is a bona fide occupational qualification reasonably necessary for the normal operations of the respondent.

The respondent agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The respondent, in all solicitations or advertisements for employees placed by or on behalf of the respondent, shall state that such respondent is an Equal Opportunity Employer.

Notices, advertisements, and solicitations place in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section. The respondent shall include the provisions of the foregoing paragraphs above in every subcontract or purchase order so that the provision will be binding upon each respondent or vendor. The respondent and any subcontractor shall pay all employees working on this contract not less than minimum wage specified in the Fair Labor Standards Act (29 CFR 510-794) as amended. Any information concerning the County, its products, services, personnel, policies, or any other aspect of its business learned by the respondent or personal furnished by the

respondent in the course of providing services pursuant to the Agreement, shall be held in confidence and shall not be disclosed by the respondent or any employee or agents of the respondent or personnel furnished by the respondent, without the prior written consent of the County.

### **3.21 Claim Notice**

The respondent shall immediately report in writing to the County's designated representative or agent of Any incident which might reasonably be expected to result in any claim under any other coverage mentioned herein. The respondent agrees to cooperate with the County in promptly releasing reasonable information periodically as to the disposition of any claims, including a resume of claims experience relating to all respondent operations at the County project site.

### **3.22 Proposal Acceptance/Rejection**

The County reserves the right to accept or reject any or all proposals received as a result of this RFP, or to negotiate separately with competing respondents, and to waive any informalities, defects, or irregularities in any proposal, or to accept that proposal or proposals, which in the judgement of the proper officials, is in the best interest of the County.

## **4. SUBMITTAL REQUIREMENTS**

### **4.1 Proposal Requirements**

The proposal shall be less than 40 pages in total length and should include the following information:

- 1) A letter of introduction.
- 2) A narrative describing the company size, organization, locations, experiences or expertise, names and qualifications/credentials of individuals who will provide services.
- 3) List or examples of similar work or projects completed along with list of references (include names and phone numbers). Include as many as possible specific to other municipalities.
- 4) A narrative describing abilities to respond and perform at a level above the competition.
- 5) A fee structure for required work to build a Pavement Management Program, as outlined in the scope of work.
- 6) Indicate any and all areas of specialty your firm may practice.
- 7) Acknowledge receipts of amendments/addenda

The County reserves the right to request additional information, or request clarification, or reject in its sole discretion any and all proposals.

Firms may submit a joint proposal.

## **4.2 Qualifications**

The County will retain the services of one or more consulting firms with experience in engineering and land surveying that demonstrate expertise in the services listed herein.

Qualifications or expectations to be considered:

- 1) Professional experience and technical competence of the firm and individuals to be assigned with respect to the scope of services.
- 2) The capacity and capability of the firm to perform the work in question within the time limitations fixed for completion of each assigned project.
- 3) Past record of performance with respect to such factors such as control of costs, quality of work and ability to meet schedules.
- 4) A successful track record, as measured by complexity of engagements and number of years in the field.
- 5) Demonstration of knowledge concerning Pavement Management Data Collection and Pavement Management Systems.
- 6) Ability to respond to requests on short notice.

## **4.3 Fee, Rates, and Estimated Costs**

All fee proposals shall include all insurance required by the County, printing, mailing, documentation, reporting, office overhead, profit, etc.

Should contract negotiations with the selected firm be unsuccessful, the County reserves the right to move to the next firm and begin negotiations.

## **5. DISCLOSURES**

- 1) The laws of Wyoming require that the contents of all proposals shall be placed in the public domain and be open to inspection by interested parties. Trade secrets or proprietary information that are recognized as such and are protected by law may be withheld if clearly identified as such in the proposal. The entire proposal cannot be designated as proprietary or a trade secret. If a request is received to examine portions designated as proprietary or a trade secret, Laramie County will notify the vendor to permit the vendor to defend the proprietary nature of the information.
- 2) If a respondent discovers any ambiguity, conflict, discrepancy, exclusionary specifications, omission, or other error in this document, the respondent shall immediately notify the issuing office. If respondent fails to notify the issuing office of any error, ambiguity, conflict, discrepancy, exclusionary specifications, or omission in this RFP, the respondent shall submit a response at its own risk and under such conditions. If the respondent is awarded a contract, then such respondent will not be entitled to additional compensation, relief, or time by reason of the error or its later correction.
- 3) The successful respondent will be expected to enter into a contract, including insurance requirements, with Laramie County upon terms acceptable to the County. The contents of this RFP,

the respondent responses to same and all provisions of the successful qualifier deemed pertinent by the County may be incorporated into a contract and become legally binding.

- 4) Following the award of the contract, responses to this proposal are subject to release as public information unless specific parts of the response can be shown to be exempt from the laws of the State of Wyoming. Respondents are advised to consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other proprietary information. Laramie County assumes no obligation or responsibility for asserting legal arguments on behalf of potential respondents.
- 5) If a respondent believes that parts of a proposal are confidential then the respondent must so specify. The respondent must mark in bold red letters the term “CONFIDENTIAL” on that part of the response, which the respondent believes to be confidential. The respondent must submit in writing specific detailed reasons, including any relevant legal authority, stating why the respondent believes the material to be confidential. Vague and general claims as to confidentiality will not be accepted. Laramie County will be the sole judge as to whether a claim is general and/or vague in nature. The entire proposal cannot be designated as proprietary or a trade secret. All parts of proposals, which are not marked as confidential will be automatically considered public information after the contract is awarded. The successful proposal may be considered public information even though parts are marked confidential. If a request is received to examine portions designated as proprietary or a trade secret, Laramie County will notify the respondent to permit the respondent to defend the proprietary nature of the information.
- 6) Proposals must be signed by a person authorized to commit the respondent to provide services requested in this RFP. Submission of a signed proposal will be interpreted to mean the respondent has agreed to all terms and conditions set forth in all of the sheets which make up this RFP.
- 7) Laramie County accepts no obligations for the costs incurred in responding to this RFP in anticipation of being awarded a contract. Laramie County reserves the right to reject any and all submitted proposals. It is understood that all proposals become the property of Laramie County and will be available for public inspection. No obligation is made by retention of these proposals, nor is Laramie County committed to awarding a contract as a result of this RFP.
- 8) Each respondent must disclose any existing or potential conflict of interest relative to the performance of the requirements of this proposal. Examples of potential conflicts may include an existing business or personal relationship between the respondent, its principal or any affiliate or subcontractor, with Laramie County or any other entity or person involved in any way in the project that is the subject of this RFP. Similarly, any personal or business relationship between the respondent, the principals, or an affiliate or subcontractor, with any employee of Laramie County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict should be disclosed. Failure to disclose any such relationship or reveal personal relationships with Laramie County employees may be cause for contract termination.

Laramie County will decide if an actual or perceived conflict should result in proposal disqualification. By submitting a response to this RFP, all respondents affirm that they have not given, nor intend to give, any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, tip, favor, or service to a Laramie County employee or representative in connection with the procurement.

- 9) Governmental/Sovereign Immunity. Laramie County does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 et seq., by issuing this RFP and/or entering into any subsequent agreement. Further, Laramie County fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this RFP and any subsequent agreement(s).
- 10) Respondents are advised that Laramie County is a governmental entity in the State of Wyoming. Public Works projects, such as that referenced herein, carried out by governmental entities are subject to certain legal and regulatory requirements which may or may not be applicable to private entities. Any contract with a successful respondent will contain a requirement to monitor and secure compliance on the project with all applicable laws and regulations including, but not limited to, those contained in Wyoming statute W.S. § 16-6-101 et seq.
- 11) Indemnification. To the fullest extent permitted by law, the successful respondent agrees to indemnify and hold harmless Laramie County, its appointed officials, elected officials, employees and volunteers from any and all liability for injuries, damages, claims, penalties, actions, demands or expenses arising from or in connection with any work performed by or on behalf of respondent for Laramie County pursuant to any agreement with Laramie County.
- 12) Invalidity. If any provision of this RFP is held invalid or unenforceable by any court of competent jurisdiction, or if the County is advised of any such actual or potential invalidity or inability to enforce, such holding, or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of that the provisions of this RFP are fully severable.
- 13) Applicable Law and Venue. By submitting in response to this RFP, respondent agrees and understands that this RFP as well as any subsequent agreements shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning this RFP or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming. The foregoing provisions of this paragraph are agreed by the parties to be a material inducement to Responders and to County. This provision is not intended, nor shall it be construed to waive County's governmental immunity as provided in this Agreement.
- 14) Termination. The selection may be terminated (a) by either party at any time for failure of the other party to comply with the terms and conditions of the RFP or any subsequent agreement; (b) by either party, with thirty days' prior written notice to the other party; (c) upon mutual written agreement by both parties.

- 15) Force Majeure. Neither the respondent nor Laramie County shall be liable to perform under this RFP or subsequent agreement if such failure arises out of causes beyond control, and without the fault or the negligence of said party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargos and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.
- 16) Limitation on Payment. Laramie County's payment obligation is conditioned upon the availability of funds, which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services and equipment provided by respondent the Agreement may be terminated by COUNTY at the end of the period for which funds are available. COUNTY shall notify respondent at the earliest possible time of the services, which will or may be affected by a shortage of funds. At the earliest possible time means at least thirty (30) days before the shortage will affect payment of claims, if COUNTY knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to COUNTY in the event this provision is exercised, and COUNTY shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision. This provision shall not be interpreted or construed to permit COUNTY to terminate this Agreement in order to acquire similar services from another party.

## CONFLICT OF INTEREST & DISCLOSURE FORM

I HEREBY CERTIFY that

I (*printed name*) \_\_\_\_\_  
am the (*title*) \_\_\_\_\_  
and the duly authorized representative of the firm of (*Firm Name*) \_\_\_\_\_  
whose address is \_\_\_\_\_

And I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,

Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,

Neither the business nor any authorized representative or significant stakeholder of the business has been determined by judicial or administrative board action to be in noncompliance with or in violation of any provision of the Building Code Regulations of Laramie County, nor has any outstanding past due debt to Laramie County; and,

This proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS (List)

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Date: \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public - State of \_\_\_\_\_

My Commission expires \_\_\_\_\_

(Printed, typed or stamped commissioned name of Notary Public)